

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 17	
2. Amendment/Modification No.  0002		3. Effective Date  2005JAN06		4. Requisition/Purchase Req No.  SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By HQ AFSC AMSFS-CCA-A SANDY CONNORS (309)782-6506 ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390 EMAIL: CONNORSS@AFSC.ARMY.MIL		Code W52P1J		7. Administered By (If other than Item 6)  Code			
				SCD		PAS	
				ADP PT			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)				<input checked="" type="checkbox"/>		9A. Amendment Of Solicitation No.  W52P1J-04-R-0066	
				<input type="checkbox"/>		9B. Dated (See Item 11) 2004DEC15	
				<input type="checkbox"/>		10A. Modification Of Contract/Order No.	
				<input type="checkbox"/>		10B. Dated (See Item 13)	
Code		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning <u>2 signed</u> copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required)							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  SEE SECOND PAGE FOR DESCRIPTION							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print)			
15B. Contractor/Offeror  (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION  
THE PURPOSE OF AMENDMENT 0002 TO SOLICITATION W52P1J-04-R-0066 IS AS FOLLOWS:

1. TO REVISE EXECUTIVE SUMMARY, PAGE 3, LAST PARAGRAPH, ALL QUESTIONS/COMMENTS REGARDING THIS SOLICITATION IS EXTENDED TO 21 JANUARY 2005.

2. TO REVISE SECTION H-7, PAGE 35, CLAUSE HS6075, ENTITLED "GOVERNMENT FURNISHED PROPERTY".

3. TO REVISE SECTION I-104, PAGE 40, PARAGRAPH D OF CLAUSE IF6080, ENTITLED " EVALUATED OPTION FOR INCREASED QUANTITY".

4. TO REVISE SECTION I, PAGE 47, NARATIVE I001, LOCAL CLAUSE ENTITLED "ECONOMIC PRICE ADJUSTMENT-STEEL (ACTUAL COST)", TO INCLUDE ALUMINUM.

5. THE ORIGINAL SOLICITATION DID NOT INCLUDE SECTION K CERTIFICATIONS IN FULL TEXT, THIS AMENDMENT 0002 IS PROVIDING THE FULL TEXT CERTIFICATIONS.

6. WITH RESPECT TO SECTION L-20 CLAUSE "LF7014", THE GOVERNMENT ANTICIPATES PRICE COMPETITION, HOWEVER, IN THE EVENT PRICE COMPETITION DOES NOT EXIST, THE GOVERNMENT RESERVES THE RIGHT TO REQUEST COST DATA FROM THE OFFEROR(S).

7. TO DELETE SECTION L-23, PAGE 57, THIS REFERENCE (LS7002) IS NO LONGER VALID.

8. TO REVISE SECTION M-3, PAGE 62, PARAGRAPH 3.C(d) "PRICE" OF CLAUSE MF6025, ENTITLED "EVALUATION FACTORS AND SIGNIFICANT SUBFACTORS FOR AWARD".

9. TO REVISE SECTION M-4, PAGE 65, CLAUSE MF6020, ENTITLED "TRANSPORTATION EVALUATION".

10. ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION REMAIN UNCHANGED AND APPLICABLE.

\*\*\* END OF NARRATIVE A 003 \*\*\*

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**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1 CHANGED	52.245-4506	GOVERNMENT FURNISHED PROPERTY	OCT/1994
	LOCAL		
	Schedule of Government Furnished Property		

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property for use in the performance of this contract is listed below.

(b) The property shall be delivered in accordance with the schedule listed below.

(c) If the property is not received in accordance with the schedule listed below, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

GOVERNMENT FURNISHED MATERIAL (GFM)

The following items will be Government Furnished Mterial (GFM):

ITEM	QTY	NSN	DELIVERY SCHEDULE
MK3 Pallets	526	3990-00-039-0233	To Be Determined
M548 Cans	10,757	8140-00-039-0223	To Be Determined

(HS6075)

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Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

Status	Regulatory Cite	Title	Date
I-1 CHANGED 52.217-6		EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1989

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) CTG 20MM PGU-27A/B by a quantity of up to and including but not exceeding one hundred and fifty percent (150%) and for the CTG 20MM PGU-27/30A/B by a quantity of up to and including but not exceeding three hundred per cent (300%) as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) CTG 20MM PGU-27A/B and CTG 20MM PGU-27/30A/B shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding 90 days prior to contract completion by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the approximate same rate (i.e. 150,000 rds per month) as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

	Unit Price	
Evaluated Option (F.O.B. Origin)	\$_____	CTG 20MM PGU-27A/B (150% OF CLIN 0001 FOR A TOTAL QUANTITY OF 1,895,568)
	\$_____	CTG 20MM PGU-27A/B (150% OF CLIN 0002 FOR A TOTAL QUANTITY OF 1,550,919)
	\$_____	CTG 20MM PGU-27/30A/B (300% OF CLIN 0003 FOR A TOTAL QUANTITY OF 982,611)

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

NOTE: The Government reserves the right to exercise any option in the manner determined to be in the Government's best interest at the time of the option award.

(End of Clause)

(IF6080)

16.203-4(C) ECONOMIC PRICE ADJUSTMENT-STEEL AND ALUMINUM (ACTUAL COST)  
LOCAL

(a) This clause applies to the unit price(s) for steel and aluminum utilized in production of CTG 20MM 4 PGU-27AB / 1 PGU-30 and

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**Name of Offeror or Contractor:**

CTG 20MM

PGU-27A/B TP BP only. The amount of increases or decreases will be limited to the unit price(s) of the actual material (steel and aluminum)

only and shall not include such costs as labor, overhead, G&A, and profit. The Contractor shall notify the Contracting Officer if, at any time during contract performance, the unit price(s) for the steel and aluminum either increases or decreases. For the purpose of

defining contract performance, the basic contract and any options are considered to be individual performance periods and will be considered independent of each other. The Contractor shall furnish this notice within 60 days after the increase or decrease, or within any additional period that the Contracting officer may approve in writing, but not later than the date of final payment under this contract. The notice shall include the Contractor's proposal for an adjustment in the contract unit price(s) to be negotiated under paragraph (b) of this clause, and shall include, in the form required by the Contracting Officer, supporting data explaining the cause, effective date, and amount of the increase or decrease and the amount of the Contractor's adjustment proposal.

(b) Promptly after the Contracting Officer receives the notice and data under paragraph (a) of this clause, the Contracting Officer and the Contractor shall negotiate a price adjustment in the contract unit price(s) and its effective date. However, the Contracting Officer may postpone the negotiations until an accumulation of increases and decreases in unit price(s) of steel and aluminum

results in an adjustment allowable under paragraph (c)(3) of this clause. The Contracting Officer shall modify this contract (1) to include the price adjustment and its effective date, and (2) to revise the unit price(s) of steel and aluminum as proposed to reflect the

increases or decreases resulting from the adjustment. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.

(c) Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect on unit price(s) of the increases or decreases in the unit price(s) for steel and aluminum. There shall be no adjustment for:

- (i) Supplies or services for which the production cost is not affected by such changes;
- (ii) Changes in unit price(s) other than those proposed; or
- (iii) Changes in the quantities of steel used from those proposed for each item.

(2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.

(3) There shall be no adjustment for any change in the unit price(s) for steel and aluminum which would not result in a net change

of at least three (3) percent of the then current total contract price. This limitation shall not apply, however, if, after final delivery of all contract line items, either party requests an adjustment under paragraph (b) of this clause. If the Contractor anticipates that an adjustment will be required they shall inform the Contracting Officer no later than 90 days prior to final delivery during any performance period.

(4) The aggregate of the increases in any contract unit price made under this clause shall not exceed ten (10) percent of the original contract line item unit price during any performance period of the contract. There is no percentage limitation on the amount of decreases that may be made under this clause.

(d) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of steel and aluminum during all reasonable times until the end of three years after the date of final payment under this contract, or the time

periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier. Notwithstanding any other requirement of this clause, the contractor shall provide to the Contracting Officer, on a semi-annual basis, in a form to be negotiated, information pertaining to actual or anticipated increases or decreases to the unit price(s) for steel and aluminum. As also required by this provision, the contractor shall provide the information required below:

CLIN 0001	CLIN 0001	CLIN 0002	CLIN 0002	CLIN 0003	CLIN 0003
55% Base	150% Option	45% Base	150% Option	100% Base	300% Option
1,263,712 each	1,895,568 each	1,033,946 each	1,550,919 each	327,537 each	982,611 each

TOTAL POUNDS OF STEEL						
STEEL PRICE						
APPLICABLE SURCHARGES						

Name of Offeror or Contractor:

TOTAL STEEL PRICE						
UNIT STEEL PRICE						
TOTAL POUNDS OF ALUMINUM						
ALUMINUM PRICE						
APPLICABLE SURCHARGES						
TOTAL ALUMINUM PRICE						
UNIT ALUMINUM PRICE						

THE ABOVE DETAILED DATA REQUIRED BY THE EPA CLAUSE SHOULD BE SUBMITTED WITH YOUR ORIGINAL PROPOSAL SUBMISSION. SUPPORTING DOCUMENTATION IS ALSO REQUIRED IN THE FORM OF A VENDOR QUOTE, PURCHASE ORDER, INVOICES, ETC., TO SUBSTANTIATE THE STEEL AND ALUMINUM UNIT PRICES SUBMITTED ABOVE.

\*\*\* END OF NARRATIVE I 001 \*\*\*

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1 CHANGED 52.203-2 (a) The offeror certifies that-	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION		APR/1985
(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-	(i) Those prices;	(ii) The intention to submit an offer; or	(iii) The methods or factors used to calculate the prices offered.
(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and	(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.	(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-	(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];	(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and	(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.	(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.
(End of provision)			

(KF7005)

K-2 CHANGED 52.204-3 (a) Definitions.	TAXPAYER IDENTIFICATION	OCT/1998
"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.		
"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.		
(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.		
(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's		

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relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

## (d) Taxpayer Identification Number (TIN).

- o TIN: \_\_\_\_\_.
- o TIN has been applied for.
- o TIN is not required because:
  - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - o Offeror is an agency or instrumentality of a foreign government;
  - o Offeror is an agency or instrumentality of the Federal Government.

## (e) Type of organization.

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other \_\_\_\_\_.

## (f) Common parent.

- o Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- o Name and TIN of common parent:
  - Name \_\_\_\_\_
  - TIN \_\_\_\_\_

(End of provision)

(KF7043)

K-3 CHANGED 52.207-4

ECONOMIC PURCHASE QUANTITY-SUPPLIES

MAY/2004

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS



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ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

(KF7003)

K-4 CHANGED 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001  
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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(End of provision)

(KF7033)

K-5 CHANGED 52.215-6

PLACE OF PERFORMANCE

OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, o intends, o does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE

NAME AND ADDRESS OF OWNER

(STREET ADDRESS, CITY

AND OPERATOR OF THE PLANT

STATE, COUNTY, ZIP-CODE)

OR FACILITY IF OTHER THAN

OFFEROR OR RESPONDENT

(End of provision)

(KF7035)

K-6 CHANGED 52.222-22

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

FEB/1999

The offeror represents that -

(a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It ( ) has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF7019)

K-7 CHANGED 52.222-25

AFFIRMATIVE ACTION COMPLIANCE

APR/1984

The offeror represents that (a) it

( ) has developed and has on file,

( ) has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it

( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

(KF7020)

K-8 CHANGED 252.247-7022

REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA

AUG/1992

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**Name of Offeror or Contractor:**

DFARS

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)

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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

Status	Regulatory Cite	Title	Date
L-1 DELETED		*** THIS REFERENCE (LS7002) IS NO LONGER VALID ***	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-04-R-0066 <b>MOD/AMD</b> 0002	<b>Page 13 of 17</b>
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**Name of Offeror or Contractor:**

SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

<u>Status</u> <u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1 CHANGED 15.304(C)	EVALUATION FACTORS AND SIGNIFICANT SUBFACTORS FOR AWARD	OCT/1997

The following are the evaluation factors for award:

1. Basis for Award

a. The Government plans to award two (2) firm fixed priced contracts as a result of this solicitation. The evaluation of proposals shall be conducted on a best value source selection basis.

b. Selection of the successful offerors shall be made following an assessment of each offeror's proposal against the solicitation requirements and the criteria below. The criteria contained herein shall be used to evaluate and assess the information provided by each offerors in response to the information called for in Section L of the RFP. The Government intends to award without discussions, however, the Government reserves the right to open discussions, if it is deemed necessary.

2. Evaluation Criteria:

a. The award of two (2) firm fixed priced contracts will be made to those responsible offerors whose proposal offers the greatest value based on the evaluation of the following Areas:

- (1) Past Performance/On-Time Delivery
- (2) Technical Capability
  - (a) Critical Skills
  - (b) Critical Processes and Procedures
- (3) Price
- (4) Small Business Utilization

The non-price factors of Past Performance and Technical Capability are relatively equal. The Technical Capability of Critical Skills and Critical Processes and Procedures are relatively equal. Individually and together Past Performance and Technical Capability are significantly more important than Price. Price is significantly more important than Small Business Utilization. Individually and together Past Performance, Technical Capability, and Price are significantly more important than Small Business Utilization.

3. Evaluation of Proposal Areas will be performed as follows:

a. PAST PERFORMANCE/ON-TIME DELIVERIES: The Government will assess and evaluate the performance risk of the offeror successfully performing the contract, specifically schedule performance. This evaluation will be based on the offerors previous performance history on current or prior recent, relevant contracts performed within the last 3 years. Relevant contracts, as used in this solicitation, are contracts which can help provide meaningful insight to an offeror's ability to be a successful producer of this requirement. Aspects of relevance include any previous types of contracts to provide 20mm ammunition, under firm-fixed priced contracts. Recent contracts, as used in this solicitation, are contracts performed anytime within approximately 3 years of the release of the RFP. If there is no recent and relevant performance history, a risk rating of "neutral" will be assigned - this rating is neither favorable nor unfavorable.

(1) In evaluating on-time delivery performance history, the Government will look at the offeror's delivery performance, against the contract's original delivery schedule, unless the delay was government caused. Schedule extensions that are the cause of the contractor, or a subcontractor, even if consideration was provided, will be considered to not have met the delivery schedule. General trends in past performance, including demonstrated corrective actions, will also be evaluated.

(2) Past performance will be adjectivally assessed with a risk rating applied to each offeror as follows:

- Excellent/Low Risk: Offeror's past performance of on time deliveries provides essentially no doubt that the offeror will successfully perform in accordance with the contractual delivery schedule.
- Satisfactory/Moderate Risk: Offeror's past performance of on time deliveries provides some doubt that the offeror will successfully perform in accordance with the contractual delivery schedule.
- Unsatisfactory/High Risk: Offeror's past performance of on time deliveries provides extreme doubt that the offeror will successfully perform in accordance with the contractual delivery schedule. Substantial doubt exists that the offeror will successfully perform the required effort.

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- Neutral Risk: There is no meaningful relevant record of past performance upon which to base a performance risk assessment.

OFFEROR'S ARE CAUTIONED THAT:

(3) A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high-risk rating. Therefore, offerors are reminded to include all relevant past efforts including demonstrated corrective actions, in their proposals.

(4) In conducting the past performance risk assessment, the Government may use data provided by the offeror in its proposal and data obtained from other sources. Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the offerors.

b. TECHNICAL CAPABILITY: The Government will assess and evaluate the risk of the offeror successfully performing the contract, specifically in the areas of Technical Capability. Technical Capability is made up of two sub factors, Critical Skills and Critical Processes and Procedures. These two sub factors will be combined to arrive at one overall rating.

(1) The Government has identified the following Critical Skills as essential to successful performance on this contract. The offeror will be evaluated on the capability of personnel to be used to perform these critical processes and procedures.

- Process Engineering
- Technical Management
- Heat Treat
- Machining
- Metallurgy
- Tool and Die making/Tool setting
- Quality Assurance
- Explosive pelleting and tracer charge operations
- Gage and weigh/load, assemble and pack (LAP)

(2) The Government has identified the following Critical Processes and Procedures as essential to successful performance on this contract. The offeror will be evaluated on the adequacy of equipment and facilities to be used to perform these critical processes and procedures.

- Automated LAP equipment
- Machining equipment
- Heat Treat equipment
- HEI/Tracer charging equipment
- Automated material movement equipment
- In line inspection equipment

(3) The Government will evaluate the risks associated with an offeror's overall Technical Capability by assessing the two sub factors, Critical Skills and Critical Processes and Procedures. If no technical proposal, the Government will evaluate the risk associated with the likelihood of successful performance, based upon the offeror's detailed proposal, of ensuring Critical Skills and Critical Processes and Procedures will be in place to meet the required delivery schedule.

(4) Technical Capability will be adjectivally assessed with a risk rating applied to each offeror as follows:

- Excellent/Low Risk: Offeror's demonstrated or proposed technical capability provides essentially no doubt that the offeror will successfully perform in accordance with the contractual requirements.

- Satisfactory/Moderate Risk: Offeror's demonstrated or proposed technical capability provides some doubt that the offeror will successfully perform in accordance with the contractual requirements.

- Unsatisfactory/High Risk: Offeror's demonstrated or proposed technical capability provides extreme doubt that the offeror will successfully perform in accordance with the contractual requirements. Substantial doubt exists that the offeror will successfully perform the required effort.

c. PRICE:

(a) The price will be an evaluated factor; however, it will not be adjectivally scored. The Federal Acquisition Regulations (FAR) requires that contracts only be awarded at prices or cost that are fair and reasonable. In addition, costs for GFE in possession

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**Name of Offeror or Contractor:**

of contractor will be evaluated based on the factors calculated as a result of the provision entitled evaluation procedures for use of government owned production and research property located in Section M.

(b) In accordance with FAR 52.217-5 except when it is determined in accordance with FAR 17.206(b) not to be in the government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the government to exercise the option(s).

(c) Price Analysis shall be used to determine (a) Price reasonableness; and (b) whether the proposal reflects an understanding of the effort required. Additional analysis techniques may be used as determined necessary by the procuring contracting officer. These methods of evaluation may include the use of information/input from sources such as (but not necessarily limited to) other government agencies and personnel. As part of the evaluation, proposals shall be reviewed to identify any significant unbalanced pricing. In accordance with FAR 15.404-1(g), i.e. unbalanced pricing, a proposal may be rejected if the contracting officer determines the lack of balance poses an unacceptable risk to the government.

(d) The offeror's will be requested to submit a firm fixed price for all CLINS noted in Schedule B of the solicitation. In addition, the offeror's will be requested to submit a separate firm fixed price for all CLINS noted in the evaluated option clause in Section I of the solicitation. If offeror's do not propose an option price, the lowest price offered/bid in the schedule for item 0001 shall be the price used for evaluation/award of any option quantities. The Government plans to make an award to two separate contractors (One contractor will be awarded CLIN 0001 and a separate contractor will be awarded CLIN 0002). CLIN 0003 will be awarded to one of the successful offerors of CLIN 0001 or CLIN 0002. The following total evaluated price combinations will be used in the evaluation of price:

a. CLIN 0001 (basic) plus CLIN 0001 (option) plus CLIN 0003 (basic) plus CLIN 0003 (option) plus transportation costs plus Government property costs.

b. CLIN 0001 (basic) plus CLIN 0001 (option) plus transportation costs plus Government property costs.

c. CLIN 0002 (basic) plus CLIN 0002 (option) plus CLIN 0003 (basic) plus CLIN 0003 (option) plus transportation costs plus Government property costs.

d. CLIN 0002 (basic) plus CLIN 0002 (option) plus transportation costs plus Government property costs.

(e) As part of the tradeoff determination, the relative advantages and/or disadvantages of each proposal will be considered in selecting the offers that represent the best overall value to the Government, therefore, the Government may award to other than the low price offers. Selection of offerors for award will be based on an evaluation of Past performance/On-Time Deliveries, Technical Capability, Price, and Small Business Utilization. The Past Performance, Technical Capability and Small Business Utilization Areas will be rated in an adjectival manner.

d. SMALL BUSINESS UTILIZATION:

- (a) The Government will evaluate all offerors (small, large and foreign) proposed utilization of:
  - Small Business (SB)
  - Small Disadvantaged Business (SDB)
  - Women-Owned Small Business (WOSB)
  - Veteran-Owned Small Business (VOSB)
  - Service Disabled Veteran-Owned Small Business (SDVOSB)
  - Historically Underutilized Business Zone Small Business (HUBZone) hereinafter all to be referred to as SB; and
  - Historically Black Colleges and Universities/Minority Institutions (HBCU/MI).

(b) For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) applicable to this solicitation, the offeror's own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.

(c) The Government will evaluate the extent to which an offeror identifies and commits to utilizing SB and HBCU/MI in the performance of the proposed contract as well as how well it has performed in this regard in the past. Such utilization may be as the contractor, a subcontractor, or as a member of a joint venture or teaming arrangement. The elements to be evaluated are:

(1) Complexity of specific products or services that will be provided by those SB's and HBCU/MI's.

(2) The extent of Small Business participation in terms of value of the total contract.

(3) Realism - The Government will evaluate the offeror's actual past performance in achieving the proposed small business utilization on contracts performed within three years prior to the initial solicitation closing date for same or similar items to assess the realism of proposed small business utilization. This evaluation will include an assessment of:

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(i) The offeror's performance as prescribed by the Federal Acquisition Regulation (FAR) clause 52.219-8, "Utilization of Small Business Concerns". SB's and HBCU/MI's are reminded to include their own performance on their contracts.

(ii) For large business offerors, their performance as prescribed by FAR 52.219-9, "Small Business Subcontracting Plan". This includes evaluation of the offeror's actual performance in meeting SB and HBCU/MI subcontracting goals. Large businesses that have not held a contract in the past three years that included FAR 52.219-9, will be evaluated against FAR 52.219-8 only.

(iii) Offerors without a record of past performance will not be considered favorably or unfavorably in developing a realism assessment. The fact that the offeror has no past performance will be noted for the Source Selection Authority.

(d) Small Business Utilization will be adjectivally assessed with a risk rating applied to each offeror as follows:

- Excellent/Very Low Risk: Based on the offeror's proposed SB utilization and SB utilization past performance, the offeror's proposed utilization and/or actions are substantial and are considered very realistic.

- Good/Low Risk: Based on the offeror's proposed SB utilization and SB utilization past performance, the offeror's proposed utilization and/or actions are significant and are considered realistic.

- Adequate/Moderate Risk: Based on the offeror's proposed SB utilization and SB utilization past performance, the offeror's proposed utilization and/or actions are adequate and could be met if the offeror focuses attention on them .

- Marginal/High Risk: Based on the offeror's proposed SB utilization and/or SB utilization past performance, there is little likelihood that more than a minimal portion of the work will be performed in this sector.

4. Responsibility: Pursuant to FAR 9.103, contracts will only be placed with contractors that the contracting officer determines to be responsible. Offerors must be able to demonstrate that they meet the standards of responsibility set forth in FAR 9.104. The Government reserves the right to conduct a pre-award survey on any and all offerors. The Government reserves the right to reject an offer that does not meet the standards for responsibility.

(End of Provision)

(MF6025)

M-2 CHANGED 47.305-12      TRANSPORTATION EVALUATION      JAN/1995  
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(b) Tentative freight classification description for contract shipments is furnished below for information only. The Government will use this information as well as other information available at the time of evaluation to determine the classification most appropriate and advantageous to the Government. Shipments will be made in conformity with the freight classification description specified in the shipping instructions of the Contracting Officer or his representative.

Cartridges for Weapons, Inert Projectile (NMFC: 064300/UFC: 05980) (Both DODICs)

(c) Evaluation will establish the transportation cost per unit of supplies for distribution of supplies from each procurement source to one or more of the destinations listed below as may be determined to be most advantageous to the Government based on consideration of the total number of awards contemplated.

Tooele Army Depot, Motor: Tooele, UT  
Crane Army Ammunition Activity; Motor: Crane, IN

(d) Evaluation will include the quantities and sources of government furnished material listed below.

GFM:

MK3 Pallet, 3990-00-039-0223 (NMFC: 150390/UFC: 755225)

TOTAL QUANTITY OF 526.

M548 Can, 8140-00-739-0233 (NMFC: 095190/UFC: 49780)

TOTAL QUANTITY OF 10,757



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